

Voted at Meeting of 5/3/79

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY  
RE: FINAL DESIGNATION OF THE MASSACHUSETTS BAY  
TRANSPORTATION AUTHORITY AS REDEVELOPER,  
APPROVAL OF THE "REVISED PROGRAM REPORT"  
AND PROPOSED DISPOSITION OF PARCELS C1-B,  
C-2A, C-3, C-4A and C-9 IN THE CENTRAL  
BUSINESS DISTRICT SOUTH STATION URBAN  
RENEWAL AREA, MASS. PROJECT NO. R-82C.

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WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a Purchase and Sale Agreement with the Massachusetts Bay Transportation Authority (hereinafter referred to as the "MBTA"), as approved by the Authority on July 6, 1978, for the purpose of the conveyance of the South Station property (Parcels C1-B, C-2A, C-3, C-4A and C-9) to the MBTA; and

WHEREAS, the "MBTA" has submitted on April 23, 1979, a "Revised Program Report" prepared by MBTA and its consultants, Parsons, DeLeuw, Cather and Skidmore, Owings & Merrill, which sets forth a satisfactory development proposal for the development of Disposition Parcels C1-B, C-2A, C-3, C-4A and C-9; and

WHEREAS, the Authority is cognizant of the restrictions and land uses set forth in the Central Business District South Station Urban Renewal Plan Area, Mass. No. R-82C (hereinafter referred to as the "Project Area") which Plan has been duly approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects created with Federal financial assistance under Title I of the Housing Act of 1949, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the Massachusetts Bay Transportation Authority be and hereby is finally designated as Redeveloper of Parcels C1-B, C-2A, C-3, C-4A, and C-9 in the Central Business District, South Station Urban Renewal Area.
2. That it is hereby determined that the Massachusetts Bay Transportation Authority possesses the qualifications and financial resources, including commitments to the MBTA by the various Federal agencies for the grant of necessary Federal funds, to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said parcel by negotiation is the appropriate method of making the land available for redevelopment.
4. That the "Revised Program Report" submitted by the MBTA on April 23, 1979, for the development of Parcels C1-B, C-2A, C-3, C-4A, and C-9 is in conformance with the Urban Renewal Plan for the Project Area, and that said Revised Program Report be and hereby is approved.



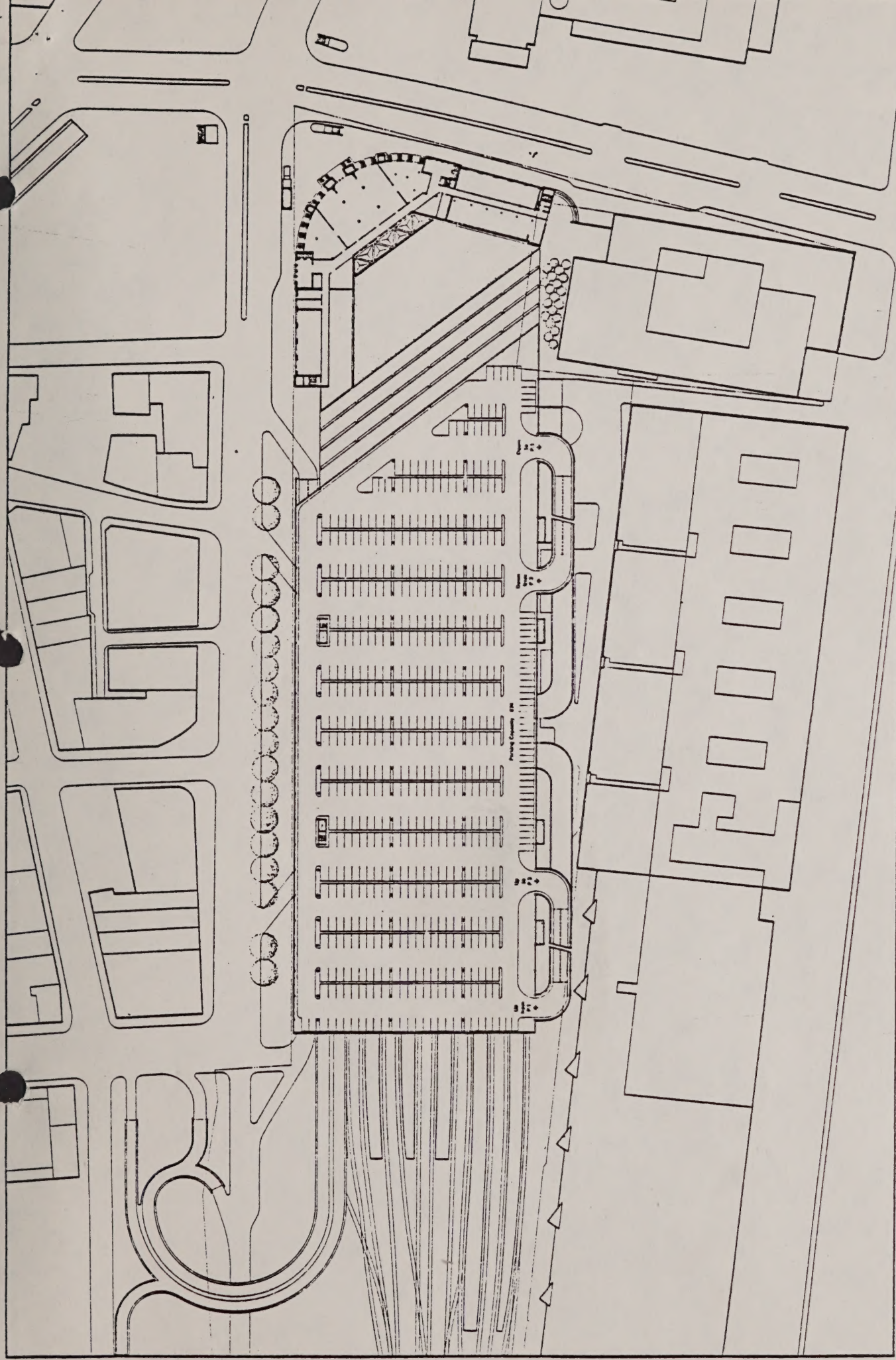
5. That all practicable and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment and that on April 24, 1979, the Secretary of Environmental Affairs has approved the interim environmental impact report on the project filed by the MBTA on March 15, 1979.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a Deed, a "Development Management Review Agreement" a Tax Agreement and all other Agreements, instruments, releases and documents necessary to effect the conveyance of Parcels C1-B, C-2A, C-3, C-4A and C-9, as shown on the attached disposition plan, to the MBTA, which conveyance shall conform generally to the terms of the purchase and sale agreement between the MBTA and the BRA dated October 13, 1978, and shall be by deed in substantially the form attached hereto, the Director being hereby authorized to make such changes in the form as may be necessary or appropriate to achieve the purposes set forth in the said Purchase and Sale Agreement.

7. That the Director is hereby authorized to proclaim a Minor Modification to the Central Business District, South Station Urban Renewal Plan to conform the disposition parcelization plan with the actual disposition plan attached hereto.

8. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure". (Federal Form H-6004).





Northeast Corridor Improvement Project  
DeLUW, CATHIER/PARSONS

Skidmore, Owings & Merrill / Architects  
1001 CONNECTICUT AVENUE, N.W., WASHINGTON, D.C. 20006  
(202) 223-1575  
(202) 442-5200

Future Development

North Arrow  
Scale: 1" = 20' - 0"

Boston South Station  
NOV 1, 1978  
2nd Parking Level



## QUITCLAIM DEED

The Boston Redevelopment Authority, a public body, politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of Massachusetts (Ter.Ed.) having its principal place of business at City Hall, Boston, Massachusetts, 02201, (hereinafter referred to as the B.R.A.), in consideration of the amount of four million four hundred thousand dollars, receipt of which is hereby acknowledged, paid by the Massachusetts Bay Transportation Authority, a body politic and corporate organized and existing under Chapter 161A of the General Laws of Massachusetts (Ter.Ed.) with a principal place of business at 50 High Street, Boston, Massachusetts 02110, hereinafter referred to as the MBTA), hereby GRANTS WITH QUITCLAIM COVENANTS to the MBTA the following described premises:

SECTION I: THE PROPERTY CONVEYED

The land with the buildings, structures, improvements, and fixtures thereon, (hereinafter called the "Property") located within said City of Boston, said parcel of land, containing nine hundred seventeen thousand five hundred sixty-two (917,562) square feet more or less, and shown on a plan entitled "Boston Redevelopment Authority, Central Business District South Station Urban Renewal Plan, Project No. Mass. R-82C, Boston, Suffolk County, Massachusetts, Delivery Parcel Plan, Parcels C1-B, C-2A, C-3, C-4A and C-9, dated April 2, 1979 prepared by Parsons, Brinckerhoff, Quade & Douglas, Inc., Boston, (hereinafter called the "Plan"), to be recorded herewith, and bounded and described as follows:

Beginning at the intersection of the east side of Atlantic Avenue and the south side of Summer Street and running southeasterly on a bearing of S58°09'10"E for a distance of 72.40 feet;



Thence running northeasterly on a bearing of  $N77^{\circ} 39' 46''E$  for a distance of 33.10 feet;

Thence running southeasterly on a bearing of  $S57^{\circ} 20' 12''E$  for a distance of 219.44 feet;

Thence running southwesterly on a bearing of  $S32^{\circ} 39' 48''W$  for a distance of 25.55 feet;

Thence running southwesterly on a bearing of  $S28^{\circ} 33' 36''W$  for a distance of 212.03 feet;

Thence running southeasterly on a bearing of  $S63^{\circ} 51' 48''E$  for a distance of 453.21 feet;

Thence running southwesterly on a bearing of  $S26^{\circ} 08' 12''N$  for a distance of 30.00 feet;

Thence running northwesterly on a bearing of  $N63^{\circ} 51' 48''W$  for a distance of 307.12 feet;

Thence running southwesterly on a bearing of  $S26^{\circ} 08' 12''W$  for a distance of 967.24 feet;

Thence running southwesterly on a bearing of  $S38^{\circ} 55' 35''W$  for a distance of 7.22 feet;

Thence running southwesterly on a bearing of  $S26^{\circ} 08' 12''W$  for a distance of 1,012.60 feet;

Thence running southwesterly on a bearing of  $S36^{\circ} 08' 35''W$  for a distance of 380.83 feet;

Thence running southwesterly on a bearing of  $S33^{\circ} 01' 31''W$  for a distance of 80.41 feet;

Thence running northwesterly on a bearing of  $N73^{\circ} 41' 40''W$  for a distance of 354.63 feet;

Thence running northeasterly on a bearing of  $N53^{\circ} 25' 10''E$  for a distance of 72.00 feet;

Thence running northeasterly on a bearing of  $N86^{\circ} 11' 08''E$  for a distance of 91.94 feet;

Thence running northeasterly on a bearing of  $N74^{\circ} 05' 19''E$  for a distance of 156.00 feet;

Thence running northeasterly on a bearing of  $N53^{\circ} 21' 19''E$  for a distance of 163.94 feet;

Thence running northeasterly on a bearing of  $N38^{\circ} 12' 01''E$  for a distance of 161.80 feet;

Thence running northeasterly on a bearing of  $N20^{\circ} 32' 06''E$  for a distance of a 90.06 feet;

Thence running northeasterly on a bearing of  $N16^{\circ} 23' 21''E$  for a distance of 774.86 feet;

Thence running northwesterly on a bearing of  $N28^{\circ} 24' 49''E$  for a distance of 120.0 feet;

Thence running northeasterly on a bearing of  $N16^{\circ} 23' 21''E$  for a distance of 41.59 feet;

Thence running southeasterly on a bearing of  $S73^{\circ} 34' 08''E$  for a distance of 95.56 feet;

Thence running northeasterly on a bearing of  $N20^{\circ} 03' 18''E$  for a distance of 1,160.87 feet to point of beginning.



The above-described premises are conveyed TOGETHER WITH the benefit of the covenants of the BRA set forth herein with respect to the construction, maintenance, and use of the air rights reserved in Section II, and Section V and

SUBJECT TO:

- 1) the reservation to the BRA of the air rights and appurtenant easements as set forth in Section II;
- 2) the covenants of the MBTA as set forth in Section II(ii), Section IV and Section V.

SECTION II: RESERVATION OF CERTAIN AIR RIGHTS  
AND APPURTENANT EASEMENTS FROM THE  
GRANT OF THE PREMISES DESCRIBED IN  
SECTION I ABOVE.

Excepting and reserving to the B.R.A its successors and assigns the fee simple interest in and to that certain volume of airspace, containing approximately two hundred fifty-two thousand square feet (252,000) lying above the several planes forming the uppermost part of the parking facility and bus terminal to be constructed by the MBTA on the premises herein conveyed, the location of which airspace is more particularly shown on the Plan and designated thereon as "Air Rights Area".

The above-described air rights are reserved TOGETHER WITH the following appurtenant perpetual rights and easements:

i) Easement for Support

The BRA shall have the right to construct, use, maintain, and repair, subject to the mutual covenants hereafter set forth such structural members on the subjacent MBTA property as may be necessary to support the BRA's development of the loading equivalent of three levels of parking and four levels of office use in the air rights.

ii) Easement for Pedestrian and Vehicular Access

The BRA shall have the right, subject to and with the benefit of the covenants contained herein, to construct, maintain and repair on the subjacent property of the MBTA conveyed herein, ramps and walkways required to provide reasonable and



appropriate access for commercial vehicles, pleasure vehicles and pedestrians to the air rights parcel. In the exercise of its rights hereunder, the BRA shall take whatever action is necessary to minimize the impact of the BRA's activities on the MBTA's use of its property. The parties covenant that in satisfaction of those easements the MBTA will permit and the BRA will accept access for commercial vehicles via the bus ramp to be constructed by the MBTA and the MBTA's parking facility for purposes of pleasure vehicles, if these are built.

iii) Easement for Service Core

On the Atlantic Avenue side of the MBTA's premises, the BRA shall have the right to use and occupy an area for a service core for purposes of providing elevators, entrance lobby and utility access as may be reasonably agreed upon by the parties.

SECTION III: BRA'S COVENANTS

i) Easements and Licenses

The BRA covenants with the MBTA that it will grant to the MBTA or cooperate in assuring that MBTA is granted any license or easement it may reasonably require in or through the reserved air rights for purposes of servicing the subjacent parcel, including without limitation utility access, ventilation shafts, and antennae provided that the BRA may, at its own cost, change the location of any of the easements, or licensed areas in order to avoid interference with the use of the air rights and so long as such relocation does not prevent the effective use by the MBTA of the rights granted herein.



ii) Development of Air Rights

The BRA covenants that it will diligently proceed with the design and implementation of a program to develop the reserved air rights, which program will be compatible with the proposed development of the subjacent and adjacent parcels by the MBTA in accordance with the Central Business District - South Station Urban Renewal Plan. The BRA and the MBTA recognize that development of the air rights is in the public interest, and further that no such development can take place until sufficient support has been constructed to permit the commencement of construction on the air rights. Therefore, the BRA further covenants that within one year of the notice by the MBTA that the proper foundations are in place to allow the commencement of construction of the air rights development, which notice shall be subject to reasonable review by the BRA, the BRA will submit to the MBTA a conceptual design for the air rights development, which shall be subject to MBTA engineering approval, not to be unreasonably withheld. Within five years of such notice, the BRA shall commence construction of the air rights development, pursuant to plans to be approved by the MBTA which shall be withheld only for engineering considerations. If the BRA fails to meet either of said obligations on time or fails to complete said construction or a substantial portion thereof within a reasonable period of time not to exceed ten years from start of construction, the BRA shall, upon the request of the MBTA, tender to the MBTA a deed conveying all of the BRA's right, title and interest in the reserved air rights, provided that the MBTA shall simultaneously tender as consideration the then fair market value of the air rights minus the amount expended from MBTA funds to provide the extra supports required for the air rights. The fair market value shall be determined by the average of three appraisals, one by an appraiser selected by the MBTA, one by an appraiser selected by the BRA, and one by an appraiser selected by the two other appraisers. The MBTA may not request a deed under this section



unless it has given BRA notice 6 months prior to such request.

iii) No Claim for Noise, Fumes, etc.

The BRA hereby releases the MBTA from all claims of any nature whatsoever which they might have on account of any subsidence of soil, fumes, noises, electrical interference or vibrations caused by the MBTA in the use of occupancy of the subjacent space, provided that nothing in this paragraph shall release the MBTA from claims arising from its own negligence or misconduct.

iv) Indemnification

The BRA hereby agrees to indemnify and save harmless the MBTA from injuries or damages resulting from the construction of any air rights as provided herein.

SECTION IV: MBTA'S COVENANTS

i) Development of Transportation Facility

The development of the property for purposes of mass transportation being in the public interest and a central purpose of this conveyance, the MBTA covenants that it will develop, construct or cause to be constructed on the property conveyed herein an inter-modal, inter-city transportation facility together with support structures as hereinafter described for the loading equivalent of three levels of parking and four levels of office or hotel space in the reserved air rights. The obligation of the MBTA hereunder is subject to the availability of funds to commence and complete the project. The obligation of the MBTA hereunder is further subject to the rights and obligations of the Purchase and Sale Agreement dated October 13, 1978, to the extent applicable, and to the extent not inconsistent with this Deed. The Parties agree that Section B of said Agreement, referring to preconveyance obligations of the parties, has been satisfied and is no longer applicable.



ii) Construction of Foundations Supporting Air Rights.

The MBTA shall construct on its property such structural supports, pursuant to specifications to be provided by BRA no later than April 1, 1980, as will enable the BRA to build within its reserved air rights the loading equivalent of three levels of parking and four levels of office space, provided that the MBTA shall be liable hereunder for the incremental cost addition for the supporting foundation arising from the air rights development only up to an amount of two million dollars, provided further that the MBTA will use its best efforts to seek federal funds or funds from other sources if the \$2,000,000 is not sufficient for the above purpose and in the absence of such additional funds the MBTA has no obligation hereunder. If the BRA wishes to provide funds to strengthen the foundations beyond the physical and financial limits described herein, the MBTA will accept such funds provided that the funds are received in sufficient time to incorporate them into the building plans.

Furthermore, if the BRA wishes to strengthen the foundations after completion of MBTA construction, BRA may do so, provided that the MBTA reserves the right in its sole discretion to deny permission if such construction will interfere with MBTA operations.

iii) Non-Discrimination

The MBTA covenants not to discriminate upon the basis of race, creed, sex, religion, color or national origin in the sale, lease, or rental, or in the use or occupancy of the Property, or any improvements erected or to be erected thereon, or any part thereof. All rights and obligations contained in this paragraph (said obligations being for the benefit of and enforceable by the United States, as well as the grantor) shall terminate upon the expiration of one hundred (100) years from the date hereof.



iv) Relocation Preference

The MBTA covenants to give preference in the leasing of space in the building(s) to be constructed on the Property to former commercial occupants of the Central Business District-South Station Urban Renewal Area, to the maximum extent practicable, subject to Chapter 161A of the Massachusetts General Laws. The MBTA further covenants that it shall carry out all relocation responsibilities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as it may be amended.

v) Art

The MBTA covenants to devote 1% of the total construction costs for the facilities and structures to be constructed by the grantee on the subject premises for works of art in accordance with policies as established by the MBTA.

vi) Urban Renewal Plan

The MBTA covenants that it will devote the property conveyed only to those uses permitted under the Central Business District-South Station Urban Renewal Plan, Project No. Mass. R-82C, dated May, 1968, a copy of which is recorded at Suffolk Registry of Deeds, Book 8632, Page 622.

SECTION V: MUTUAL COVENANTS

The parties recognize that for the MBTA's program and the BRA's Air Rights development both to be successful, a high degree of cooperation and coordination will be required. To this end, the MBTA and the BRA mutually covenant as follows:

i) Review of Plans

That all plans and specifications for construction of elements of the project which may have impact on both parties shall be reviewed by each party at least thirty days before becoming final. Such elements include without limitation structural foundations, access ramps, utility access, elevators, ventilation equipment. The review of each party of the other party's plans and specifications shall be limited to whether the proposed activity is in conformity with this Agreement.



ii) Access for Construction and Maintenance Purposes

That reasonable access to its property will be granted by each party to the other party for the purpose of construction, maintenance, repair and inspection of the property, together with the right to enter with men and materials reasonably necessary to perform work to enjoy their respective easements in the property. No such access need be permitted which would unreasonably interfere with the use of the owner's property.

iii) Sharing Costs of Maintenance

The cost of maintaining and repairing any facilities used by the parties jointly shall be shared equitably by the parties.

iv) Conforming Property Rights

It is recognized by both parties that the final site for the proposed parking and bus facility may to some degree change before construction begins, and further that the viability of the BRA's air rights depend upon location over the said facility. The parties agree to execute such documents as may be required to have the respective property rights conform to the structures as built in conformity with this Deed.

V: COOPERATION AGREEMENT

The BRA and the MBTA agree to use their best efforts in good faith to enter into a cooperation agreement establishing rules governing the joint use of the property conveyed herein to the MBTA and that reserved to the BRA. Such agreement will relate to construction and architectural coordination, future contingencies such as casualties, joint maintenance, joint operation of facilities, exercise of rights of easement, and other matters which substantially and materially affect the use and occupation by the parties of their respective properties and which



require agreement by both parties. The parties specifically agree to execute whatever further agreements, including easements, may be required to service the property of each party without unreasonably burdening the property of the other party.

SECTION VI: SUCCESSORS AND ASSIGNS

Wherever used in this document the designations MBTA and BRA includes their successors and assigns.

SECTION VII: EFFECT OF COVENANTS

The BRA makes the grants and MBTA accepts the grants in this deed subject to the covenants and agreements heretofore set forth which shall run with the land and shall be construed as real covenants running with the land and bind all future owners thereof with the same force and effect as if such future owners had by express agreement in writing assumed and agreed to perform and observe all of said covenants and agreements, provided nevertheless, that except where expressly stated the title to the property shall not be subject to reversion by reason of any breach of covenant.



SECTION VIII: Notice

Any Notice to be given pursuant to this deed or any paper or document which is to be delivered shall, if addressed to the BRA, be sent by certified mail, return receipt requested, or equivalent service, as follows:

Director  
Boston Redevelopment Authority  
City Hall  
Boston, Massachusetts 02201

and an additional copy shall be sent by the same method as follows:

The Mayor of Boston  
City Hall  
Boston, Massachusetts 02201

If addressed to the MBTA, the notice shall be sent by the same method, as follows:

Chairman  
Massachusetts Bay Transportation Authority  
50 High Street  
Boston, Massachusetts 02210

and an additional copy shall be sent by the <sup>same</sup> method as follows:

General Counsel  
Massachusetts Bay Transportation Authority  
50 High Street  
Boston, Massachusetts 02210

Any change in the above addresses shall be made by notice to the other party as provided herein.

Section IX: Approvals

Where the approval of any party of an action or document of another party is required herein, the action or document shall be deemed approved if not disapproved for good cause shown within 30 days of submission, in which event the action or document may be resubmitted within a reasonable time thereafter.



SECTION X: TITLE REFERENCE

The title of the BRA to the real estate conveyed herein derives from a Deed dated December 31, 1965, from Henry M. Leen, Trustee of the Boston Terminal Corporation, which Deed is recorded in Suffolk Registry of Deeds at Book 8008, Page 782, and further from an Order of Taking by the BRA dated March 29, 1979, recorded with the Suffolk Registry of Deeds on April 27, 1979, at Book \_\_\_\_, Page \_\_\_\_.

IN WITNESS WHEREOF, on the \_\_\_\_ day of \_\_\_\_, 1979, at Boston, Massachusetts, the parties hereto have caused this instrument in four counterparts to be signed, sealed and delivered by their duly authorized officers or representatives respectively.

Signed, sealed and  
delivered in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Robert J. Ryan, Director

Approved as to legal form:

\_\_\_\_\_  
Harold J. Carroll  
Chief General Counsel  
Boston Redevelopment Authority

MASSACHUSETTS BAY TRANSPORTATION  
AUTHORITY

By \_\_\_\_\_  
Robert L. Foster, Chairman

Approved as to legal form:

\_\_\_\_\_  
Joseph H. Elcock  
General Counsel  
Massachusetts Bay Transportation Authority



3 MAY 1979

3767  
Voted May 3 1979

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: SOUTH STATION URBAN RENEWAL PROJECT  
Final Designation of the Massachusetts Bay Transportation  
Authority as the Developer of Disposition Parcels C1-B,  
C-2A, C-3, C-4A and C-9

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It is now proposed that the Authority give Final Designation to the Massachusetts Bay Transportation Authority as developer of the South Station Intermodal Transportation Terminal. The Authority gave Tentative Designation of the MBTA as developer of disposition parcels C-1, C-3 and C-4 on October 6, 1977; and the Director signed a Purchase and Sales Agreement on October 13, 1978.

The Purchase and Sales Agreement spelled out a series of program documents to be submitted by MBTA for BRA approval. An initial submission was made by MBTA on January 25, 1979. The BRA staff requested certain modifications of that document, which was resubmitted to the Authority on April 23, 1979. That document, called the Revised Program Report, has been found acceptable, and meets the pre-conveyance requirements established in the Purchase and Sales Agreement.

Consistent with the Purchase and Sales Agreement, it has been agreed that the MBTA will pay the purchase price of \$4.4 million dollars. The MBTA has agreed to build the footings and foundations necessary to allow tax-producing private development to occur over a joint garage facility for about 2,000 cars.

Under the Approved Concept Plan, accepted by the BRA, the MBTA has agreed to construct an eleven track train station, a 600-car parking deck, and a major inter-city and commuter bus terminal. This private carrier bus facility will make possible the relocation of several bus stations, and making several Back Bay/Park Square parcels candidates for major development opportunities.

Above the bus terminal, the BRA will own all development rights. The footings and foundations will be provided by MBTA using a combination of state and federal funds specifically authorized for such joint development purposes. The foundations will be sufficient to support over one million square feet of hotel and/or office use, as well as three decks of city parking. In order to gain access to this air rights facility, the BRA has retained permanent vehicular easements to allow



pleasure vehicles to go through the MBTA garage level, and to allow commercial vehicles to use the proposed MBTA bus ramps.

The BRA will receive sufficient planning and design funds from the MBTA to allow for a high level of design coordination as the joint public/private project proceeds. The MBTA will undertake a relocation program, consistent with Federal regulations. The MBTA is committed to a high level of rehabilitation for the Headhouse, which has been placed on the Historic Register. Consistent with the request of the BRA, Headhouse renovation and building management will be undertaken by a private tax paying developer. The MBTA and BRA are now negotiating an in-lieu of tax plan for the project.

An appropriate vote follows:

